

Rental Rewards Tenant Terms and Conditions

Rental Rewards provides a service for *Tenants* to make payments to *Real Estate Agents*. These terms and conditions form part of a *Tenant Registration Form* (TRF) executed by the *Tenant* wishing to pay rent to the *Tenant's* Real Estate Agent through the service provided by Zenpay Pty Ltd. ABN 63 056 881 942 t/a *Rental Rewards* ACN 056 881 942. By completing and executing the TRF, the *Tenant* agrees to be bound by the terms and conditions set out below (the "Terms").

1. Definitions (as used in this agreement)

account means the credit, debit or bank account nominated or used by the *Tenant* for payment of rent. **Real Estate Agent** or **Agent** means the Agent, or a landlord for whom the Agent acts, to whom rent is payable or due. **Rent** in relation to a **tenant**, means the **rent** described in that **tenant's** **Tenants registration form**, being the **rent** payable or due by that **tenant**. For the purpose of this agreement, it also includes any other payments made to by **tenants** and/or processed by the **tenant's** **Real Estate Agent. Rental Rewards Program** or **PropertyPay Program** or **us** means the program developed by Zenpay Pty Ltd (ABN: 71 083 359 684) for the processing of payments. **Tenant** means a person who has an agreement relating to the payment of **rent** to an **Agent**, or a landlord for whom the **Agent** acts. For the purposes of this agreement, it also includes any person who registers to pay **rent** via the **Rental Rewards** program. **Tenants Registration Form** or (TRF) means an agreement between a tenant and us whereby the tenant agrees to participate in the **Rental Rewards** Program.

2. Contract

2.1

These Terms apply to any *Tenant* from the date upon which *Rental Rewards* accepts a *Tenant's* TRF.

2.2

These Terms do not operate to vary or affect in any way the meaning, operation and effect of any other contract to which the *Tenant* is a party including, without limitation, the lease to which rent payments are applied and any agreement regulating the use by the *Tenant* of the credit, charge or bank account identified in the TRF or used to pay rent (the "Account"). These Terms do not oblige the *Tenant* to use the Account to pay rent or any other amount.

3. Your Account

3.1

The *Tenant* is responsible for ensuring that the entity issuing the account will make payments authorised by the *Tenant* in the TRF. The *Tenant* is responsible for ensuring that they have authority to nominate the account used to process payments.

3.2

Rental Rewards is not responsible or liable in any way for any failure by any entity issuing the Account to remit payments. The *Tenant* acknowledges that the entity issuing the Account may not permit the use of the account to pay rent. The *Tenant* is liable for any and all expense, damage or loss incurred by *Rental Rewards* in the event of the misuse or unauthorised use of the account by the *Tenant* and the *Tenant* must reimburse any such amounts to *Rental Rewards*.

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4. Payment Procedures

4.1

The *Tenant* or *Agent* will be deemed to have authorised the Account to be debited or charged with the rent and the Convenience Fee described in the TRF when:

Rental Rewards receives a "YES" response from the *Tenant's* nominated SMS number or email address to a rental reminder initiated by *Rental Rewards*; the date for payment of rent passes if the *Tenant* has nominated 'Set & Forget' automatic payments as its payment method in the TRF; the *Tenant* or *Agent* initiates payment at an electronic or online payment terminal operated by the *Agent*; the *Tenant* requests or *Agent Rental Rewards* to initiate a payment; and/or the *Tenant* or *Agent* initiates payment via the *Rental Rewards* website or a telephone payment system operated by *Rental Rewards*

.4.2

Rental Rewards will not be liable for any fraudulent use of the Account or any of the payment methods described in paragraph 4.1. The *Tenant* must notify *Rental Rewards* immediately if the Account is lost or stolen by calling (02) 9556 7556 or such other number as *Rental Rewards* designates [by notice to the *Tenant*/by posting it on the *Rental Rewards* website]. A notice given by the *Tenant* or *Agent* under this paragraph will be deemed to be a Change Notice cancelling all Authorisations to make payments using the Account five days after *Rental Rewards* receives the notice.

4.3

Regardless of when *Rental Rewards* processes a payment in accordance with these Terms, the payment will not be regarded as completed unless and until the entity issuing the Account authorises and settles the payment according to the settlement arrangements relating to the payment. *Rental Rewards* will not be obliged to process a payment authorised under paragraph 4.1 after 5.00 pm AEST for credit card or 4:30pm for bank account or on a day trading banks are not open for business until the next day upon which trading banks are open for business.

4.4

The *Tenant* releases and indemnifies *Rental Rewards* from and against any action claim, loss, proceeding, cost, liability or expense (a "Claim") suffered or incurred by the *Tenant* in relation to, in connection with or as a direct or indirect result of any failure by the *Tenant* to pay rent unless that failure occurs due to a breach by *Rental Rewards* of these Terms.

4.5

As a separate, primary and severable liability, you indemnify and must keep *Rental Rewards* indemnified from and against any Claim suffered or incurred by *Rental Rewards* in relation to, in connection with or as a direct or indirect result of any payment or purported payment of rent pursuant to your TRF, or in relation to the property the subject of the TRF, subsequently being rejected, invalidated or disputed. It is not necessary for *Rental Rewards* to seek recovery or enforce any right against any other person or incur expense, loss, or damage or make payment before enforcing a right of indemnity conferred by these terms and conditions.

4.6

The *Tenant* will pay to *Rental Rewards* the Convenience Fee identified in the TRF. Any Authorisation under paragraph 4.1 will be deemed to include an Authorisation for *Rental Rewards* or the agent to debit or charge the Account with this convenience fee at the same time as a payment is made under clause

4.7

In the event of a payment that the *Tenant* initiated subsequently being rejected by the *Tenant's* bank / card issuer or another party, the *Tenant* will pay to *Rental Rewards* a fee (a "Failed Payment Fee") of \$15 (including GST). This Failed Payment Fee will be automatically deducted from the *Tenant's* nominated card or bank account four days after *Rental Rewards* receives notification of the rejected payment. Should the Failed Payment Fee also become rejected, *Rental Rewards* reserves the right to cancel all payment arrangements immediately.

4.8

Upon the *Tenant* or *Agent* requesting *Rental Rewards* by means of a TRF other than the TRF available online to commence payment arrangements using the *Tenant's* nominated bank or card account, *Rental Rewards* may, in order to confirm the legitimacy of the bank or card account details provided and to cover set-up costs, process a payment (a "Bank Account Set Up" payment) of \$1.51 (including GST) to be deducted from the *Tenant's* nominated bank account.

4.9

Upon *Rental Rewards* ceasing payment arrangements under clause 5, *Rental Rewards* may at its discretion apply a "Cancellation Fee" of \$10 (including GST), in order to cover costs associated with ceasing *Tenant* payment arrangements.

4.10

The *Tenant* acknowledges that any payments made under this agreement that are subsequently disputed or reversed or which *Rental Rewards* is required to refund by the entity issuing the account, will not be forwarded to, or will be recalled from, the *Agent* and the *Tenant* will be obliged to remake any such payment due under the terms of the *Tenant's* agreement with the *Agent*.

4.11

Rental Rewards will issue a tax invoice complying with GST legislation if requested to do so by the *Tenant*

4.12

Cleared Funds – The *tenant* acknowledges that it is his/her/their responsibility to ensure that there are sufficient cleared funds in the nominated account by, and at all times on, the due date of the payment ("Day to Debit") to enable the direct debit to be honoured on the Day to Debit. The *tenant* acknowledges and agrees that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available when the debit is attempted, the *tenant* agrees that he/she/they will be responsible for any fees and charges that may be charged by his/her/their Financial Institution.

4.13

Non-working day - The *tenant* acknowledges that when the day to debit falls on a weekend or public holiday the debit will be initiated on the next working day.

5. Cancellation or Stopping Payments

5.1

The *Tenant* is responsible for advising *Rental Rewards* or the *Agent* if rent ceases to be payable and/or the *Tenant* wishes to withdraw any Authorisation given (or deemed to be given) according to paragraph 5.3 (an "Authorisation").

5.2

The *Tenant* acknowledges that any payments received by *Rental Rewards* (other than the Convenience Fee and other fees charged directly by *Rental Rewards*) are remitted by *Rental Rewards* to the *Agent* and, accordingly, any payments that exceed the rent actually payable by the *Tenant* must be recovered by the *Tenant* from the *Agent*. The *Tenant* releases and indemnifies *Rental Rewards* from and against any dispute or claim arising from any Authorised payment of rent that is not actually due and/or payable. The Convenience Fee and other fees charged directly by *Rental Rewards* are not refundable under any circumstances.

5.3

The Authorisations will be deemed to continue unless and until the *Tenant* notifies *Rental Rewards* or the agent in writing that they are withdrawn (a "Cancellation Notice"). A Cancellation Notice sent to *Rental Rewards* will not be effective until five days has elapsed from the date *Rental Rewards* receives it. A *Tenant* must execute a new TRF if the *Tenant* wishes to renew the Authorisations.

5.4 *Rental Rewards* or the agent will, from time to time, publish or make available online form (a "Change Notice") that *Tenants* can complete to vary any of the information or Authorisations provided by them in a TRF (the "Tenants Information"). A *Tenant* must complete a Change Notice whenever the *Tenant* wishes to change the *Tenants* Information. If the change notice is sent to *Rental Rewards*, the information contained in a Change Notice will be deemed to have replaced the information in a TRF (as previously amended) five days after *Rental Rewards* receives a Change Notice.

5.5 *Rental Rewards* can terminate the payment arrangements contained in these Terms at any time by giving notice to the *Tenant*.

6. Privacy

6.1

Rental Rewards will collect, use and store any of your personal information in accordance with *Rental Rewards* 'privacy policy (as varied from time to time). Full particulars of this policy are provided with these Terms and can be inspected on the *Rental Rewards* website www.rentalrewards.com.au. Without limiting the operation of the *Rental Rewards* privacy policy, the *Tenant* expressly authorises *Rental Rewards* to disclose any of the *Tenant's* personal information to the *Agent* and any other person nominated by the *Agent*.

Rental Rewards will use the information specified on the TRF for the purpose of identifying the *Tenant*.

7. Variations and Amendments

7.1 *Rental Rewards* may vary, delete or add (a "Change") to these Terms (including the Convenience Fee and other fees) at any time. Any Change will be effective from the date *Rental Rewards* posts the Change on the *Rental Rewards* website.

Rental Rewards may not notify the *Tenant* of any Change. If the *Tenant* wishes to vary any *Tenants'* Information (including any Authorisations), the *Tenant* must execute and deliver a Change Notice in accordance with paragraph 5.4.

8. Miscellaneous

8.1

The *Tenant* acknowledges that *Rental Rewards* has not made any warranty in relation to the benefits, if any, that may accrue to the *Tenant* from paying rent by using the Account. The *Tenant* acknowledges that the existence or extent of benefits from using the Account may depend on the terms and conditions upon which the Account is issued to the *Tenant*.

8.2

Any notice required to be given by *Rental Rewards* or the *Tenant* can be given by the sender posting the relevant information to the SMS, email or postal address specified by the recipient on the TRF (as amended by any Change Notice). A notice given by *Rental Rewards* under this paragraph will be effective on the day after it is posted.